



City of West Allis

Meeting Agenda

Administration and Finance Committee

Alderson Kevin Haass, Chair
Alderson Danna Kuehn, Vice-Chair
Aldersons: Thomas G. Lajsic, Angelito Tenorio, and Martin J. Weigel

Wednesday, February 17, 2021

6:00 PM

City of West Allis YouTube Channel
7525 W. Greenfield Ave.

VIRTUAL REGULAR MEETING
City of West Allis YouTube Channel
<https://www.youtube.com/user/westalliscitychannel/live>

The City of West Allis is holding the Administration & Finance Committee meeting virtually to help protect our community from the Coronavirus (COVID-19) pandemic. (This means no one will be permitted inside the City Hall to view the meeting.)

If you wish to view the meeting, you can watch the meeting as it is livestreamed on the City of West Allis YouTube Channel (<https://www.youtube.com/user/westalliscitychannel/live>). If you require an alternate format of viewing the meeting, please call 414-302-8294 and leave a message prior to 11:00 a.m. CST on Wednesday, February 17, 2021.

If you wish to provide comments on any item on the agenda: You can email your comments to city@westalliswi.gov or drop a paper copy addressed to City Clerk in the City Hall drop box by 8:00 a.m. on February 17, 2021. (City Hall, 7525 W. Greenfield Avenue)

A. CALL TO ORDER

B. ROLL CALL

C. NEW AND PREVIOUS MATTERS

New Matters for Introduction

1. [R-2021-0047](#) Resolution to amend the 2021 fee schedule to include a structure fire fee and amend the Candidate Physical Agility Test (CPAT) Fee

Recommendation: Adopt

2. [O-2021-0005](#) Ordinance to amend City of West Allis Municipal Code 5.03(8) to add a Structure Fire Fee

Recommendation: Adopt

D. MATTERS FOR DISCUSSION/ACTION

3. [R-2021-0080](#) Resolution authorizing the Executive Director of the Economic Development Program to amend a landscape design/architectural services contract with Parkitecture + Planning, LLC, for "Burnham Pointe Park" (existing gravel lot located at 60** W. Burnham), Tax Key No. 475-0020-001, in an amount not to exceed an additional \$10,000

Recommendation: Adopt

4. [R-2021-0095](#) Resolution approving the terms & conditions for an Economic Development Loan to GG 003 LLC for establishment of a dental office at 7020 W. National Avenue, under the Department of Housing and Urban Development Community Development Block Grant Program in the amount of up to \$200,000

Recommendation: Adopt

5. [R-2021-0096](#) Resolution approving the terms & conditions for an Economic Development Loan to BT Enterprises, LLC WA for the acquisition of the property at 7335 W. Greenfield Avenue, under the Department of Housing and Urban Development Community Development Block Grant Program in the amount of up to \$40,000

Recommendation: Adopt

6. [2021-0129](#) Discussion regarding contracts for furnishing and delivering managed print services for the City of West Allis.

E. ADJOURNMENT



All meetings of the Administration and Finance Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUOROM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

**CITY OF WEST ALLIS
RESOLUTION R-2021-0047**

NOW THEREFORE, be it ordained by the Council of City Of West Allis, in the State of Wisconsin, as follows:

SECTION 1: **AMENDMENT** “General Fire Department Fees” of the City Of West Allis Fee Schedule is hereby *amended* as follows:

BEFORE AMENDMENT

General Fire Department Fees

Section	Department	Type of Fee	Fee	Units/Duration	Comments
5.03(8)	Fire	Crash Billing Fee	\$500.00	owned vehicle	Only for vehicles not registered to a City address
	Fire	Candidate Physical Agility Test Fee	\$150.00	candidate	
	Fire	False Alarm Response Fee	\$200.00	each	for 3rd and subsequent false alarms, no cost for 1st and 2nd false alarms
5.10(23)	Fire	Public Records - Ambulance Reports	\$8.40	report	
	Fire	Public Records - Certified Ambulance Reports	\$13.40	report	
	Fire	Public Records - CD	\$1.00	each	
	Fire	Public Records - Fire Investigation Reports	\$0.25	copy	

AFTER AMENDMENT

General Fire Department Fees

Section	Department	Type of Fee	Fee	Units/Duration	Comments
5.03(8)	Fire	Crash Billing Fee <u>Fire Department Service Fee</u>	\$500.00	owned vehicle	Only for vehicles not registered to a City address
	Fire	Candidate Physical Agility Test Fee	\$165.00 50.00	candidate	
	Fire	False Alarm Response Fee	\$200.00	each	for 3rd and subsequent false alarms, no cost for 1st and 2nd false alarms
5.10(23)	Fire	Public Records - Ambulance Reports	\$8.40	report	
	Fire	Public Records - Certified Ambulance Reports	\$13.40	report	
	Fire	Public Records - CD	\$1.00	each	
	Fire	Public Records - Fire Investigation Reports	\$0.25	copy	

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

**CITY OF WEST ALLIS
ORDINANCE O-2021-0005**

ORDINANCE TO CREATE STRUCTURE FIRE RESPONSE FEE

AMENDING SECTION 5.03(8)

WHEREAS, the West Allis Fire Department provides fire suppression activities when requested to respond to structures that are on fire; and

WHEREAS, the City incurs costs to respond to structure fires and current fees are insufficient to recuperate the cost of the Fire Department response; and

WHEREAS, the Fire Department’s Fire Prevention Bureau has performed a cost analysis and has provided recommendations for including fees for responding to structure fires;

NOW THEREFORE, the common council of the City of West Allis do ordain as follows:

SECTION 1: **AMENDMENT** “5.03 Fire Chief” of the City Of West Allis Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.03 Fire Chief

1. Appointment and Term. See Section 2.20 of this Code.
2. Duties. The Chief of the Fire Department shall have command and supervision over all the members, apparatus and operations of the Fire Department, subject to the rules and regulations which may be prescribed by the Board of Police and Fire Commissioners and by the Common Council. He shall keep all appliances belonging to the City and used for the purpose of the Fire Department in good repair and ready for immediate and efficient service.
3. To Appoint Subordinates. The Chief shall appoint subordinates subject to the approval of the Board of Police and Fire Commissioners. Such appointments shall be made by promotion, when this can be done with advantage, otherwise from an eligible list provided by examination and approval by the Board of Police and Fire Commissioners and kept on file with the City Clerk.
4. To Make Rules for Department. The Chief may make rules and regulations for the good government of the Fire Department, consistent with the regulations prescribed by the Board of Police and Fire Commissioners.
5. Emergency Destruction of Property. The Chief and his assistants may direct the firemen to remove, tear down or otherwise dispose of any building or other structure when it shall become absolutely necessary to do so for the purpose of stopping or checking the

progress of a fire.

6. Other Duties; Fire Inspector.

- a. The Chief shall perform all duties delegated to him by the laws of Wisconsin, particularly sec. 101.14(2) of the Wisconsin Statutes, and by the ordinances of the City.
- b. An Annual Fire Prevention Inspection Fee shall be charged to the property owner for required inspections of each building, structure and premises.
- c. The fee for required annual fire inspections shall be as follows:
 - i. Residential:

Building Type	Fee
3 - 36 units	\$5.00 per unit
37 - 60 units	\$200.00
61 - 100	\$225.00
100 or more units	\$250.00

ii. Commercial:

Building Type	Fee
Under 1,000 sq. ft.	\$10.00 per unit
1,000 to 5,000 sq. ft.	\$25.00
5,000 to 25,000 sq. ft.	\$50.00
25,000 to 100,000 sq. ft.	\$100.00
100,000 to 250,000 sq. ft.	\$200.00
250,000 to 500,000 sq. ft.	\$300.00
500,000 to 1,000,000 sq. ft.	\$500.00
Over 1,000,000 sq. ft.	\$750.00

iii. Industrial:

Building Type	Fee
Under 5,000 sq. ft.	\$50.00
5,000 to 25,000 sq. ft.	\$100.00
25,000 to 100,000 sq. ft.	\$150.00
100,000 to 175,000 sq. ft.	\$250.00
175,000 to 350,000 sq. ft.	\$500.00
350,000 to 1,000,000 sq. ft.	\$750.00
1,000,000 to 2,000,000 sq. ft.	\$1,250.00
Over 2,000,000 sq.	\$2,000.00

iv. Churches and Schools:

Building Type	Fee
Under 1,000 sq. ft.	\$10.00
1,000 to 5,000 sq. ft.	\$25.00
5,000 to 25,000 sq. ft.	\$50.00
25,000 to 100,000 sq. ft.	\$100.00
100,000 to 250,000 sq. ft.	\$200.00
250,000 to 500,000 sq. ft.	\$300.00
500,000 to 1,000,000 sq. ft.	\$500.00
Over 1,000,000 sq. ft.	\$750.00

- d.
 - i. The fee for hotels and motels shall be the same as for residential property, except that the fee shall be calculated on a per room basis.
 - ii. The fee for mobile homes shall be the same as for residential property, except that the fee shall be calculated on a per mobile unit basis.
 - iii. Premises located within the City shall be inspected, pursuant to Sec. 101.14 of the Wisconsin Statutes.
 - iv. Square footage above refers to total floor area of any building or structure.
- e. The annual fee shall constitute a special charge against the property inspected. The annual fee shall be extended upon each year's tax roll for collection. If not paid on or before July 31 of each year, the fee shall become a lien on the property inspected and shall automatically be extended upon the current tax roll as a delinquent tax against the property. All proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply

to such special charge. The annual fee represents payment for fire inspections for the year in which payment is due.

- f. All buildings owned by the United States government, the State of Wisconsin, Milwaukee County, the Milwaukee Area Technical College, the West Allis - West Milwaukee School District, the Milwaukee Metropolitan Sewerage District and the City of West Allis, shall be exempt from this fire inspection fee.
- g. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person, firm, corporation or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of said provision, clause, sentence, paragraph, section or part of this ordinance to other persons, firms, corporations or circumstances, but shall be confirmed in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation or circumstance involved. It is hereby declared to be the legislative intent of the Common Council that this ordinance would have been adopted had such invalid provision or provisions not been included.

7. Ambulance Fee. [Ord. 6044, 10/5/1993; Ord. 6595, 11/20/2001]

- a. Whenever an ambulance of the City of West Allis shall convey a person, a fee shall be charged for such service to the person, his/her insurance company, or his/her estate. [Ord. O-2009-0031, 11/17/2009; Ord. O-2016-0059, 12/20/2016; Ord. O-2017-0058, 12/5/2017]
- b. The fee shall be established annually by the Common Council and shall be kept in the City Clerk's office. [Ord. 6537, 10/17/2000; Ord. O-2005-0029, 6/7/2005; Ord. O-2009-0031, 11/17/2009; Ord. O-2016-0059, 12/20/2016; Ord. O-2017-0058, 12/5/2017]
- c. The Fire Chief or his designee shall be responsible for obtaining the name, address, identification number and health insurance data of the person conveyed, as possible. The Treasurer shall be responsible for the billing and collection of the fee from the person conveyed.

8. ~~Crash and Vehicle Fire Billing~~ Fire Department Service Fees. [Ord. O-2012-0044, 12/4/2012; Ord. O-2017-0042, 10/3/2017; Ord. O-2018-0045, 1/15/2019]

- a. ~~Except as otherwise noted herein, whenever t~~The Fire Department of the City of West Allis Chief may impose a fee of up to \$500 if the Fire Department provides any of the following services:
 - i. ~~responds~~ A qualified response to a ~~crash~~ vehicle accident that does not involve a vehicle fire, ~~within the City limits, involving a vehicle or vehicles that is/are not registered to an address within the City of West Allis at the time of the event,~~ The fee shall be charged, ~~as set forth in Subsection (c) below, for such service~~ to the vehicle owner(s). The owner of any such vehicle that is legally parked shall not be charged a fee for such service. The owner of a vehicle that is registered to an address within the City of West Allis at the time of the event shall not

- be charged a fee for this service.
- ii. A qualified response to a vehicle fire, whether it involves a crash or not, within the City limits. The fee shall be charged to the vehicle owner(s).
 - iii. A qualified response to a structure fire within the City limits. The fee shall be charged to the owner of the real property.
- b. ~~Whenever the Fire Department responds to a vehicle fire, whether it involves a crash or not, within the City limits, a fee shall be charged as set forth in Subsection (c) below, for such service to the owner(s) (Reserved.)~~
- c. ~~Except as specified in Subsection (a) above, the fee for the Fire Department service shall be five hundred dollars (\$500) per owned vehicle. This fee shall apply only~~ The Fire Department has made a qualified response when all the following conditions are met. ~~Bill generated only when following conditions are met:~~
- i. The Fire Department responds with a fire apparatus (engine or truck). An ambulance only response does not qualify.
 - ii. The accident or fire takes place within City limits (mutual aid responses are not billed).
 - iii. The responding fire company takes one (1) or more of the following actions to mitigate the results of the accident or fire.
 - (1) Extricate occupants from vehicle.
 - (2) Clean up fluids/deploy absorbent material.
 - (3) Deploy hoseline for safety.
 - (4) Render vehicles safe.
 - (5) Return roadway/scene to navigable and/or safe condition (including securing an area to maintain scene safety from electrical hazards resulting from the crash: downed power lines, power poles, etc.).
 - (6) Engage in extinguishment activities, including but not limited to, the application of water, the application of firefighting foam, or the discharge of fire extinguishers
- d. There will be no bill issued if a fire apparatus responds and only provides traffic control, scene safety (roadway blocking), or assistance with medical care.
- e. The Fire Chief, or his or her designee, shall be responsible for obtaining the name, address, identification number, and insurance data of the owner, if possible. The Treasurer shall be responsible for the billing and collection of the fee.

SECTION 2: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in full force and effect on and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor City Of West
 Allis

**CITY OF WEST ALLIS
RESOLUTION R-2021-0080**

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OF THE ECONOMIC DEVELOPMENT PROGRAM TO AMEND A LANDSCAPE DESIGN/ARCHITECTURAL SERVICES CONTRACT WITH PARKITECTURE + PLANNING, LLC, FOR “BURNHAM POINTE PARK” (EXISTING GRAVEL LOT LOCATED AT 60 W. BURNHAM), TAX KEY NO. 475-0020-001, IN AN AMOUNT NOT TO EXCEED AN ADDITIONAL \$10,000**

WHEREAS, the City issued RFP #20-006 for landscape design/architectural services contract for plans and specifications for community/park space designs for “Burnham Pointe Park”; and,

WHEREAS, the City has interest in making community/park space improvements within the City-owned gravel lot located at 60** W. Burnham St. (Tax Key No. 475-0020-001); and,

WHEREAS, on July 14, 2020 the City entered into a landscape design/architectural services contract for design with Parkitecture + Planning, LLC for ‘Burnham Pointe Park’ in an amount not to exceed \$17,780; and,

WHEREAS, the Economic Development Program recommends amending the existing contract with Parkitecture + Planning, LLC, in an amount not to exceed an additional \$10,000, in order to assist the City with construction oversight on the “Burnham Pointe Park” construction project scheduled to take place in the Summer of 2021.

NOW THEREFORE, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Executive Director of the Economic Development Program, or his designee, is authorized to enter into an amended landscape design/architectural services contract for park design and construction coordination and oversight with Parkitecture + Planning, LLC, for “Burnham Pointe Park”, in an amount not to exceed an additional \$10,000, taking the total contracted amount to \$18,780.
2. That additional \$10,000 for “Burnham Pointe Park” be and is hereby appropriated from Community Development Block Grant (CDBG) funds.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

cc: Economic Development Program
Finance Department

DEV-R-1048-2-17-21

SECTION 1: **ADOPTION** “R-2021-0080” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

A D O P T I O N

R-2021-0080(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis

January 21, 2021

Shaun Mueller
Development Project Manager
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214



RE: Bunham Pointe Park Post Design Assistance

Dear Shaun:

Thank you for the opportunity to provide this amendment proposal for post design assistance for the Burnham Pointe Park construction project. This will supplement our current contract dated July 30, 2020. Your continued confidence in the Parkitecture + Planning team is not taken lightly. We are excited to see this project through to fruition.

Our team will assist you with coordination efforts with the selected contractor and make efforts to minimize our fees on the project by holding construction meetings virtual when possible.

The project schedule is anticipated to begin construction in spring of 2021 and conclude by mid summer of 2021.

Thank you very much for this opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake Theisen', is positioned above the printed name.

Blake Theisen, PLA, ASLA
Principal

Parkitecture + Planning
901 Deming Way, Suite 102
Madison, WI 53717

E blake@parkitecture.org
P 608.886.6808

SCOPE OF SERVICES

Post Design Assistance

- ◆ Construction Administration
 - Facilitate pre-construction meeting
 - Attend regular construction meetings (via zoom/teams when possible)
 - Review submittals and shop drawings for design elements of the project
 - Review contractor pay requests
 - Complete final walk-through and punch list at completion of project
 - Provide closeout documentation at completion of project (contractor as-builts and O/M manuals)

OUTCOMES	
Meetings	
#1	Pre-construction
#2 – #7	Construction Meetings (6 anticipated)
#10	Final walk-through & punch list
Construction Administration Documentation	
#1	Construction Observation Notes & Progress Photos
#3	Review Submittals & Shop Drawings
#4	Final punch list
#5	Project closeout documents (contractor as-builts and O/M Manuals)

Proposed Fee

For completion of the scope of services presented above, our proposed fees will be billed at time and materials:

Post Design Assistance T&M estimated at \$ 10,000

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work, and obtain approval prior to commencement of additional work.

Acceptance below signifies a notification to proceed with the scope outlined above.

Accepted by:

Date:

City of West Allis

**CITY OF WEST ALLIS
RESOLUTION R-2021-0095**

RESOLUTION APPROVING THE TERMS & CONDITIONS FOR AN ECONOMIC DEVELOPMENT LOAN TO GG 003 LLC FOR ESTABLISHMENT OF A DENTAL OFFICE AT 7020 W. NATIONAL AVENUE, UNDER THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF UP TO \$200,000

WHEREAS, GG 003 LLC, is a limited liability corporation created under the laws of Wisconsin has applied for an economic development loan from the City of West Allis in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000), under the Department of Housing and Urban Development Community Development Block Grant Program, for the purpose of purchasing equipment and inventory for the establishment of a dental office to be located at 7020 W. National Avenue; and,

WHEREAS, the Economic Development Program has reviewed the loan request from Maxwell B. and Susan A Meinerz, owners and members of GG 003 LLC, and has determined that the Project is eligible for funding under the Community Development Block Grant guidelines; and,

WHEREAS, the Economic Development Program has recommended approval of a Community Development Block Grant funded loan and the Common Council, under Resolution R-2020-0659 approved a Development agreement with GG 003 LLC for purpose of completing the Project; and,

WHEREAS, the Economic Development Loan Task Force met on February 15, 2021, to consider the loan application and recommended approval of this Economic Development Loan application.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of the Loan in an amount not to exceed Two Hundred Thousand and 00/100 Dollars (\$200,000) to Maxwell B. and Susan A. Meinerz, owners and members of GG 003 LLC, in accordance with the terms and conditions outlined in the Commitment Letter attached as Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the loan documents, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

cc: Economic Development Program
Finance Department

DEV-R-1049-2-17-21

SECTION 1: **ADOPTION** “R-2021-0095” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0095(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor City Of West
Allis



February 17, 2021

Mr. Maxwell Meinerz,
GG 003 LLC
15285 Watertown Plank Road, Suite 200
Elm Grove, WI 53122

Dear Mr. Meinerz:

Pursuant to your application and information provided by you regarding the purchase of operating equipment for the establishment of a dental office and family practice to be located at 7030 W. National Ave., the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrowers shall be Maxwell B. and Susan A. Meinerz, as owners of GG 003 LLC, a Wisconsin Limited Liability Company, prospective owner of 7030 W. National Avenue, West Allis, WI 53214 and as the operator of the dental practice respectively
2. Guarantors. Maxwell B. and Susan A. Meinerz
3. Project. Loan proceeds are to be used for purchase of operating equipment for the establishment of a dental office and family practice to be located at 7030 W. National Avenue, West Allis, WI 53214.
4. Loan Amount. The loan amount shall not exceed Two Hundred Thousand Dollars (\$200,000) comprised of the following:
 - A. \$200,000 Forgivable Loan under the National Avenue Economic Development Instore Program Funding source – CDBG. Disbursement of the aggregate principal will be at loan closing with proper paid invoices or purchase orders for equipment. To the extent that the Borrowers do not provide paid invoices or purchase orders for equipment the balance of the loan proceeds shall be available to the Borrowers as working capital. The loan will be evidenced by a note payable by the Borrowers to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The loan will be at two and quarter percent (2.25%) percent interest. The interest rate is 1% less than prime posted on Bloomberg.com. Interest will commence on the seventh month following closing on the Note. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be five (5) years.

7. Payments. The loan will have an interest payments commencing on the seventh month following closing. There are no regular principal payments unless the loan enters default.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.
9. Security. As security for the loan, the Borrower will deliver to the City:
 - A. A General Business Security Agreement on the assets purchased with City of West Allis funds for GG 003 LLC
 - B. A limited Personal Guarantee from Maxwell B. and Susan A. Meinerz in an amount equal to the outstanding balance due on the loan.
10. Loan Processing Fee. A non-refundable fee of Five Hundred Dollars (\$500.00) to be paid upon acceptance and delivery of this Commitment. The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
11. Maturity Date. This loan shall mature in April 1, 2026.
12. Closing Date. The loan shall close on or before April 1, 2021.
13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
14. Required Numbers. Borrower is required to provide a Duns number by closing and provide a federal identification number to the City. .
15. IRS W-9. The Borrower shall complete a W-9 and provide the document to the City.
16. Job Creation/Retention. Borrower agrees to the following:

To create thirteen (13) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) or seven (7) or more positions are to be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all new hires.
17. General Conditions. All of the terms and conditions contained in the attached "General Conditions" (Attachment B) for economic development loans and "Federal Requirements" (Attachment C) are incorporated into this Commitment.
18. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before November 31, 2020, along with the non-refundable loan processing fee and the written guarantee of the loan by Maxwell and Susan Meinerz. If not so accepted, the City shall have no further obligation hereunder.

19. Provided that Borrowers have complied with the terms and conditions of this agreement and provided further that Borrowers have made the required interest payments during the previous twelve (12) months and provided further that Borrowers have operated the dental office and family practice located at 7030 West National Avenue, West Allis, Wisconsin, a portion of InStore Note will be forgiven or in default repaid, as prorated below:

Year 0-1: 100% of eligible loan funds
Year 1-2: 80% of eligible loan funds
Year 2-3: 60% of eligible loan funds
Year 3-4: 40% of eligible loan funds
Year 4-5: 20% of eligible loan funds

Signatures on the next page

CITY OF WEST ALLIS

By: _____
Patrick Schloss, Executive Director
Economic Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

GG 003 LLC

Date: _____

By: _____
Maxwell B. Meinerz, owner and member

Date: _____

By: _____
Susan A. Meinerz, owner and member

Received Acceptance and Loan Processing Fee:

By: _____
Shaun Mueller, Development Project Manager
Economic Development

Date: _____

Mr. Maxwell Meinerz
GG 003 LLC
Page 5

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Exhibit E and F

Economic Development Program/Loan Program - Project Beneficiary Profile

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.

Thank you for your cooperation.

Name: _____ Address: _____
 Phone #: _____

RACE: (You MUST mark one)

<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Asian & White <input type="checkbox"/> American Indian/Alaskan and Black/African <input type="checkbox"/> Other Multi-Racial	<input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> American Indian/Alaskan Native and White <input type="checkbox"/> Black/African American and White
--	--

ETHNICITY: (You MUST mark one) Hispanic Non-Hispanic

Family Size and Income Levels (2020): (Please circle one)

Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	17,650	20,150	22,650	25,150	27,200	29,200	31,200	33,200
Low	29,350	33,550	37,750	41,900	45,300	48,650	52,000	55,350
Moderate	46,950	53,650	60,350	67,050	72,450	77,800	83,150	88,550
Non-Low/Moderate	46,951+	53,651	60,351+	67,051+	72,451+	77,800+	83,151	88,551

Female Head of Household – (please circle) Yes or NO

* **“Family”** means all persons residing in the same household.
 ** **“Income”** means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

 Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. Name and Address of Employer:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

2. Name and Address of Employee:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

3. Employee Identification Number (or S.S.#): _____

4. Job Title: _____

5a. Date Hired: _____

5b. Date Terminated, if applicable: _____

5c. Date Retained: _____

5d. Date Replacement Hired: _____

6. Average Hours Per Week Worked: _____
_____ Full time or _____ Part time

7. When hired, was the employee LMI (Low and Moderate Income)?

Yes _____ No _____

Are there employer sponsored healthcare benefits? _____

Were you unemployed prior employment? _____

8. Category of work (Please Circle One)

- Office & Manager
Technicians
Sales
Office & Clerical
Craft Workers (skilled)
Operators (Semi skilled)
Laborers
Service Worker

Attachment B
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
GENERAL CONDITIONS
(EQUIPMENT)

Borrower: GG 003 LLC

Commitment: February 17, 2021

Loan Amount: \$200,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.

2. Job Creation. With one year of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the Commitment Letter. The Borrower will agree that the jobs created will be held by low to moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.

3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.

4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply

with all applicable federal regulations set forth on Attachment A, Federal Regulations.

5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.

6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Current reports of the Wisconsin Secretary of State and of the Milwaukee County Register of Deeds evidencing all perfected security interests in the Project equipment and fixtures and copies of all financing statements filed in connection therewith.

(b) All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(c) Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the Borrower's business facilities and operations will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulations.

(d) Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

(e) A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

(f) All Loan Documents which the City shall deem necessary or require relative to the completion of the subject Loan, including the Note, security agreements and such financing statements as are required for the perfection thereof.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. The City shall not be obligated to close the Loan if, as of the closing date, there shall be a material adverse change in the value of the business or financial condition of the Borrower or of any guarantor.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, that its business operations and facilities have not violated, do not nor will they violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; and the facility is not within a government identified area of contamination; and the facility and any site in the vicinity of the same are not nor have been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Prohibition Against the Borrower's Assignment.

The Commitment is not assignable or transferable by the Borrower.

17. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

18. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

19. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

20. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

21. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

22. Wisconsin Law. The subject Loan is to be governed by and shall be construed according to the laws of the State of Wisconsin. Any action regarding the subject loan shall be brought and maintained in the federal or state courts in Milwaukee County, Wisconsin.

23. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

24. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

25. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.



ATTACHMENT C
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWER: GG 003 LLC
COMMITMENT: 2-17-21
LOAN AMOUNT: \$200,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrower will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrower will not, in carrying out the Project, as defined in the Loan Agreement, discriminate against any employee because of race, color, religion, sex, handicap, national origin, or other protected status. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap, national origin, or other protected status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for

training, including apprenticeship. The Borrower shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrower will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, national origin, or other protected status.

C. The Borrower will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrower will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrower will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrower has not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments under the Loan Agreement until Borrower complies; and/or
- B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.
- C. Other remedies that may be legally available.

City

Borrower

**CITY OF WEST ALLIS
RESOLUTION R-2021-0096**

**RESOLUTION APPROVING THE TERMS & CONDITIONS FOR AN ECONOMIC
DEVELOPMENT LOAN TO BT ENTERPRISES, LLC WA FOR THE
ACQUISITION OF THE PROPERTY AT 7335 W. GREENFIELD AVENUE, UNDER
THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF UP TO
\$40,000**

WHEREAS, BT Enterprises, LLC WA is a limited liability corporation created under the laws of Wisconsin and has applied for an economic development loan from the City of West Allis in the amount of Forty Thousand and 00/100 Dollars (\$40,000), under the Department of Housing and Urban Development Community Development Block Grant Program, for the purpose of purchasing real estate at 7335 W. Greenfield Avenue (Tax Key No. 453-0118-000); and,

WHEREAS, the Economic Development Program has reviewed the loan request from Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises, LLC WA and has determined that the Project is eligible for funding under the Community Development Block Grant guidelines; and,

WHEREAS, the Economic Development Program has recommended approval of a Community Development Block Grant funded loan for the purpose of completing the Project; and,

WHEREAS, the Economic Development Loan Task Force met on February 15, 2021, to consider the loan application and recommended approval of this Economic Development Loan application.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of the Loan in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000) to Brandon W. Strege and Thomas A Miller, owners and members of BT Enterprises LLC, WA in accordance with the terms and conditions outlined in the Commitment Letter attached as Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the loan documents, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

cc: Economic Development Program
Finance Department

DEV-R-1050-2-
17-21

SECTION 1: **ADOPTION** “R-2021-0096” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0096(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Angelito Tenorio	_____	_____	_____	_____
Ald. Vince Vitale	_____	_____	_____	_____
Ald. Tracy Stefanski	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Thomas Lajsic	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Rosalie Reinke	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____

Attest

Presiding Officer

 Rebecca Grill, City Clerk, City Of
 West Allis

 Dan Devine, Mayor City Of West
 Allis



February 17, 2021

Mr. Brandon W. Strege and Mr. Thomas A. Miller
c/o BT Enterprises LLC WA
S93 W31610 Gena Drive
Mukwonago, WI 53149

Dear Mr. Strege and Mr. Miller:

Pursuant to your application and information provided by you regarding the acquisition of real estate at 7335 W. Greenfield Avenue, the Common Council of the City of West Allis ("City") hereby agrees to make a loan to you, in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Brandon W. Strege and Thomas A. Miller, owners and members of BT Enterprises LLC WA of S93 W31610 Gena Drive, Mukwonago, WI 53149.
2. Guarantors. BT Enterprises LLC WA
3. Project. Loan proceeds are to be used for the acquisition of real estate at 7335 West Greenfield Avenue, West Allis, WI, 53214.
4. Loan Amount. The loan amount shall not exceed Forty Thousand Dollars (\$40,000). Disbursement of the aggregate principal will be at loan closing. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be three and quarter percent (3.25%) fixed rate. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be for 2.75 years (33 months) with a 20-year amortization.
7. Payments. Payments will be as follows:

Estimated payment of \$226.88 per month.

Full principal and interest payments will commence on the first month following closing and continue until maturity. At maturity, the loan will have a balloon payment for the balance of outstanding principal.

8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such

charge shall exceed the maximum amount which may be charged according to law.

9. Security. As security for the loan, the Borrower will deliver to the City:

A. A first mortgage on the real estate at 7335 W. Greenfield Avenue.

B. A first position General Business Security Agreement on the assets of Mis Suenos Restaurant.

10. Loan Processing Fee. A non-refundable fee of Four Hundred Dollars (\$400.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.

11. Maturity Date. This loan shall mature April 1, 2024.

12. Closing Date. The loan shall close on or before March 26, 2021.

13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.

14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.

15. IRS W-9. The Borrower shall complete a W-9 and provide the document to the City.

16. Job Creation/Retention. Borrower agrees to the following:

To create two (2) full-time equivalent permanent positions over the next two (2) years of which at least fifty-one percent (51%) to be held by low-to-moderate income persons. A Beneficiary Reporting form is attached as Attachment A, that must be completed by all new hires.

17. Insurance. Borrowers shall provide at or prior to closing evidence of insurance in the form of a certificate listing the City of West Allis as an additional insured for property, auto, and business liability insurance.

18. General Conditions. All of the terms and conditions contained in the attached "General Conditions" - Federal Requirements (Attachment B) for economic development loans and "General Conditions - Equipment" (Attachment C) are incorporated into this Commitment.

19. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City and if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before February 28, 2021, along with the non-refundable loan processing fee and the written guarantee of the loan by Brandon W. Strege and Thomas A Miller. If not so accepted, the City shall have no further obligation hereunder.

CITY OF WEST ALLIS

Date: _____

By: _____
Patrick Schloss, Executive Director
Economic Development

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

BT ENTERPRISES LLC WA

Date: _____

By: _____
Brandon W. Strege, Owner and Member

Date: _____

By: _____
Thomas A. Miller, Owner and Member

Received Acceptance and Loan Processing Fee:

By: _____
Shaun Mueller
Development Project Manager

Date: _____

Attachments

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Attachment A

Economic Development Program/Loan Program - Project Beneficiary Profile

West Allis is able to offer this service/program through a grant from the federal government. One requirement of this grant is that the City keeps track of all the individuals this program assists by family size and income level. To help with this requirement, we ask for your assistance. Please complete the information required below so that we may track the individuals we are assisting through this program. Please be aware the information is completely confidential and will not be released but is for record keeping and required federal reporting purposes only.

Thank you for your cooperation.

Name: _____ Address: _____
 Phone #: _____

RACE: (You MUST mark one)

<input type="checkbox"/> White <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Other Pacific Islander <input type="checkbox"/> Asian & White <input type="checkbox"/> American Indian/Alaskan and Black/African <input type="checkbox"/> Other Multi-Racial	<input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> American Indian/Alaskan Native and White <input type="checkbox"/> Black/African American and White
--	--

ETHNICITY: (You MUST mark one) Hispanic Non-Hispanic

Family Size and Income Levels (2020): (Please circle one)

Below you will find a chart listing the various income levels. Find your family* size along the top of each column. Then circle the lowest income ** amount which exceeds your family income.

Income Level	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
Extremely Low	17,650	20,150	22,650	25,150	27,200	29,200	31,200	33,200
Low	29,350	33,550	37,750	41,900	45,300	48,650	52,000	55,350
Moderate	46,950	53,650	60,350	67,050	72,450	77,800	83,150	88,550
Non-Low/Moderate	46,951+	53,651	60,351+	67,051+	72,451+	77,800+	83,151	88,551

Female Head of Household – (please circle) Yes or NO

* "Family" means all persons residing in the same household.

** "Income" means that of all members of the family over 18 years of age. However, unearned income (such as income from trust funds or investments) must be included regardless of the age of the beneficiary. Income includes wages, pensions, social security benefits, rents, and interest from any asset.

I understand that the information provided in this certification is subject to verification by the City of West Allis and/or HUD.

 Signature

Economic Development Project/Loan Program

Employee Income Data Form

Employer:

After the new and current employees have completed the "Employee Income Certification Form," please provide the following information for all employees (new, current, retained, terminated) that were hired as a result of the Economic Development Project/Loan Program project.

1. Name and Address of Employer:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

2. Name and Address of Employee:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____

3. Employee Identification Number (or S.S.#): _____

4. Job Title: _____

5a. Date Hired: _____

5b. Date Terminated, if applicable: _____

5c. Date Retained: _____

5d. Date Replacement Hired: _____

6. Average Hours Per Week Worked: _____
_____ Full time or _____ Part time

7. When hired, was the employee LMI (Low and Moderate Income)?

Yes _____ No _____

Are there employer sponsored healthcare benefits? _____

Were you unemployed prior employment? _____

8. Category of work (Please Circle One)

- Office & Manager
Technicians
Sales
Office & Clerical
Craft Workers (skilled)
Operators (Semi skilled)
Laborers
Service Worker

ATTACHMENT "B" TO GENERAL CONDITIONS
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOAN
FEDERAL REQUIREMENTS

BORROWERS: BT Enterprises LLC WA
COMMITMENT: February 17, 2021
LOAN AMOUNT: \$40,000

This Loan is funded with Federal Community Development Block Grant Funds. Borrowers will fully comply with the following statutes, laws, rules, regulations and other requirements during the term of the Loan.

I. Non-Discrimination.

A. Title VI of the Civil Rights Act of 1964 (Pub. L. 86-352), and implementing regulations issued at 24 CFR Part 1, which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity for which the person receives federal financial assistance and will immediately take measures necessary to effectuate this assurance.

B. Section 109 of the Housing and Community Development Act of 1969, as amended, and the regulations issued at 24 CFR 570.601, which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity funded in whole or in part with funds provided under 24 CFR PART 570.

C. Section 504 of the Rehabilitation Act of 1973, as amended (Pub. L. 93-112), and implementing regulations when published for effect. Section 504 provides that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, denied the benefits of or otherwise subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

D. Title I of the Americans with Disabilities Act of 1990, as amended (Pub. L. 101-336), and implementing regulations. The Act prohibits discrimination against any qualified individual with a disability because of his or her disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

II. Equal Employment Opportunity. (All Loans Exceeding \$10,000). Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

A. The Borrowers will not, in carrying out the Project, discriminate against any employee because of race, color, religion, sex, handicap or national origin. It will take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Borrowers shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by HUD setting forth the provisions of this non-discrimination clause.

B. The Borrowers will, in all solicitations or advertisements for employees placed by

or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

C. The Borrowers will incorporate the foregoing requirements of this section in all of its contracts for Project work, except contracts for standard commercial supplies or raw materials or contracts covered under 24 CFR Part 570 and will require all of its contracts for such work to incorporate such requirements in all subcontracts for work done with funds provided under 24 CFR Part 570.

III. Employment Opportunities For Low Income Residents. Section 3 of the Housing and Urban Development Act of 1968, as amended, and implementing regulations at 24 CFR Part 135, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the Project.

IV. Age Discrimination Prohibited. The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations (when published for effect).

V. Drug-Free Work Place. Borrowers certify that they will provide a drug-free work place and will otherwise comply with the Drug-Free Work Place Act of 1988, as amended, and the regulations promulgated thereunder.

VI. Federal Management and Budget Requirements and Procurement Standards.

A. The regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, and A-87, as they relate to the acceptance and use of federal funds under 24 CFR Part 570.

B. All requirements imposed by HUD concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB No. A-102, Revised.

C. OMB Circular A-110.

VII. Environmental Review. Borrowers will cooperate with the City in carrying out the following:

A. Consent to assume the status of a responsible federal official for environmental review, decision making and action pursuant to the National Environmental Policy Act of 1969, and the other authorities listed in Part 58, insofar as the provisions of such act or other authorities apply to 24 CFR Part 570.

B. Are authorized to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such official.

VIII. Historic Preservation. Borrowers will comply with the requirements for historic preservation, identification and review set forth in section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a, et seq.), regulations of the Advisory Council on Historic Preservation at 36 CFR 801, and any other regulations promulgated pursuant to section 21 of the Housing and Community Development Act of 1974, as amended.

IX. Relocation. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, implementing regulations at 24 CFR Part 42, and the special provisions of section 570.457, concerning the relocation of residential tenants not covered by the Uniform Act.

X. Labor Standards. The labor standards requirements as set forth in section 570.605 and

HUD regulations issued to implement such requirements.

XI. Flood Insurance. The flood insurance purchase requirements of section 102(a) or the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

XII. Facilities. The Borrowers will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities, and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities, indicating that a facility to be used in the Project is under consideration for listing by the EPA.

XIII. Davis-Bacon. The Project may be subject, in whole or in part, to Federal Fair Labor Standards provisions in accordance with the Davis-Bacon Act, as amended (40 U.S.C. section 276a-276a-5), and implementing regulations issued at 24 CFR 570.603; and, the Borrowers will agree that any such work will be done in accordance with such laws and regulations.

XIV. Fraud. The Borrowers have not knowingly and willingly made or used a document or writing containing any false, fictitious or fraudulent statement or entry. It is provided in 18 U.S.C. 1001 that whoever does so within the jurisdiction of any department or agency of the United States shall be fined not more than Ten Thousand Dollars (\$10,000) or imprisoned for not more than five (5) years, or both.

XV. Remedies for Noncompliance. In the event of Borrowers' noncompliance with any of the provisions of these FEDERAL REQUIREMENTS, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments under the Loan Agreement until Borrowers comply; and/or
- B. Immediate cancellation, termination or suspension of the Loan Agreement, in whole or in part.
- C. Other remedies that may be legally available.

City

Borrower

Attachment C
CITY OF WEST ALLIS
ECONOMIC DEVELOPMENT LOANS
GENERAL CONDITIONS
(EQUIPMENT)

Borrower: BT Enterprises LLC WA

Commitment: February 17, 2021

Loan Amount: \$40,000

In addition to the other terms and conditions set forth in the Commitment, the Loan is subject to the following general requirements, terms and conditions and borrower representations:

1. Closing. Closing is defined as the execution and delivery of the Note and other required Loan Documents by and between the City and the Borrower. Time is of the essence with respect to the closing date. There can be no extensions of the closing date unless applied for in writing and granted in writing at least ten (10) days prior to the original closing date.

2. Job Creation. With one year of closing, the Project will create or have created at least the number of permanent, full time jobs for low to moderate income persons indicated in the Commitment Letter. The Borrower will agree that the jobs created will be held by low to moderate income persons and that it will provide training for any of those jobs requiring special skills or education; and, will give to the City, upon demand, such information as the City may deem necessary to document this requirement. A low to moderate income person is defined as a member of a low to moderate income family within the current applicable income limits for the section 8 Rental Assistance Program administered by the City.

3. Need for Assistance. Borrower represents that the Project would not be undertaken unless the public funding on which it is based becomes available, as the Borrower can maximally raise only a portion of the debt and equity funds necessary to complete the Project.

4. Federal Regulations. Throughout the term of the Loan, the Borrower will comply

with all applicable federal regulations set forth on Attachment A, Federal Regulations.

5. Loan Documentation. Borrower shall execute and deliver to the City an Economic Development Loan Agreement, and all other Loan documents which the City shall deem necessary or require relative to the completion of the Loan. Such documents shall be in form, substance and content satisfactory to the City. All documents and data pertaining to the legal aspects of the transaction are subject to the approval of the City Attorney. Borrower shall provide such other documentation and/or assurances as the City or its Attorney may reasonably require.

6. Other Documentation. Prior to closing, to the extent required by the City, the Borrower shall furnish to the City in form and content acceptable to the City:

(a) Current reports of the Wisconsin Secretary of State and of the Milwaukee County Register of Deeds evidencing all perfected security interests in the Project equipment and fixtures and copies of all financing statements filed in connection therewith.

(b) All appropriate documents evidencing the existence and good standing of the Borrower and any guarantors and resolutions authorizing the Project and the Loan and directing the appropriate officers or partners of the Borrower, as the case may be, to execute and deliver the Loan documents.

(c) Evidence from the appropriate governmental authorities and such other evidence, certificates or opinions as the City may require showing or stating that the Borrower's business facilities and operations will comply with all applicable zoning, building, health, environmental, safety and other laws, rules and regulations.

(d) Such policies or other evidence of coverage acceptable to the City of all insurance required under the Loan Documents.

(e) A certified copy of each license, permit and franchise agreement necessary or required to conduct the Borrower's business operation.

(f) All Loan Documents which the City shall deem necessary or require relative to the completion of the subject Loan, including the Note, security agreements and such financing statements as are required for the perfection thereof.

7. Legal Matters. The Borrower's counsel shall furnish opinions satisfactory to the City that the Borrower is legally existing and is in good standing in all jurisdictions where it transact business; that the Loan Documents are legal, binding and enforceable in accordance with their terms; that the Loan Documents, and the Borrower's obligations thereunder, do not contravene the terms and conditions of any agreement to which the Borrower is a party or by which the Borrower is bound; and that there are no judicial or administrative actions, suits or proceedings pending or threatened against or affecting the Borrower or the Project. The Borrower shall cause counsel for the guarantors to deliver to the City legal opinions covering the same matter for the Guarantors. Such opinions shall be dated as of closing.

8. Costs. All costs and expenses incidental to the making, administration and enforcement of the Loan, including fees and expenses of the City's counsel, if any, shall be paid by the Borrower, whether or not the Loan closes.

9. Adverse Change. The City shall not be obligated to close the Loan if, as of the closing date, there shall be a material adverse change in the value of the business or financial condition of the Borrower or of any guarantor.

10. Bankruptcy. The City shall not be obligated to close the Loan if prior to closing the Borrower or any guarantor or any party who has a financial or business interest in or relationship with the Borrower becomes insolvent or the subject of state insolvency proceedings or a receiver, trustee or custodian or other similar official is appointed for, or takes possession of any part of the property of such party or any such party takes any action to become, or is named, the subject of proceedings under the federal bankruptcy code or state receivership statutes.

11. Transfer Restriction. Except as otherwise provided in the Commitment, the Loan documents shall provide that, during the term of the Loan, or any extension thereof, no sale, conveyance, mortgage, transfer or grant of any interest in encumbered real estate, if any, or any part thereof, nor any sale, assignment, pledge, transfer or grant of any interest or right in any shares of stock or partnership interest in the Borrower shall be made without the prior written consent of the City. The Borrower will continuously maintain its existence and right to do business in the City of West Allis.

12. Other Liens and Fixtures. Except as otherwise provided in the Commitment, the Loan documents shall provide that the Borrower shall not create, nor permit to exist, any liens on, or security interest in, any Project equipment, except the lien of the City, or other personal property or fixtures owned by the Borrower or any guarantors and used or usable in connection with the operation of the Borrower's business and shall not lease any such equipment, property or fixtures without the prior written consent of the City.

13. Insurance and Condemnation Proceeds. Except as otherwise provided in the Commitment, the Loan documents shall provide that all insurance and condemnation proceeds shall be applied to the Note, whether or not then due and payable.

14. Environmental Matters. Borrower represents and warrants to the City that to the best of Borrower's knowledge and belief, and after reasonable inquiry, that its business operations and facilities have not violated, do not nor will they violate any environmental laws, regulations, ordinances, orders or similar governmental restrictions; and the facility is not within a government identified area of contamination; and the facility and any site in the vicinity of the same are not nor have been the site of any oil, hazardous waste or other toxic substance or storage.

15. Use of Funds. The Borrower will use the proceeds of the Loan in the manner set forth in the Commitment Letter.

16. Prohibition Against the Borrower's Assignment.

The Commitment is not assignable or transferable by the Borrower.

17. Not Joint Venture. The City shall not be deemed to be a partner or joint venturer with the Borrower and Borrower shall indemnify and hold the City harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

18. Entire Agreement. The Commitment shall supersede all prior written or oral understandings with respect thereto; provided, however, that all written and oral representations of the Borrower, any principal of the Borrower or any guarantor to the City shall be deemed to have been made to induce the City to make the Loan. No modification or waiver of any provision of the Commitment shall be effective unless it is in writing signed by the City.

19. Compliance with Laws. The Borrower shall comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the operation and management of its business, including, without limitation, all such legal matters relating to zoning, subdivision, safety of construction, building codes, land use, environmental protection and conservation. The Borrower shall immediately notify the lender in writing of any notice received from any governmental entity indicating that the Borrower is, or may be in violation of such laws, ordinances, rules or regulations.

20. Complete Performance and Waiver. If the Borrower fails to comply fully with the provisions of this Commitment, the City shall be under no obligation to close the Loan. The waiver by the City of any of the conditions contained herein shall be in writing.

21. Duration of Commitment. If timely accepted, the Commitment shall remain in full force and effect until the closing date as originally scheduled in the Commitment. If the closing does not occur by the closing date or is not extended in accordance with the terms of the Commitment, the City shall have no further obligation under the Commitment.

22. Wisconsin Law. The subject Loan is to be governed by and shall be construed according to the laws of the State of Wisconsin. Any action regarding the subject loan shall be brought and maintained in the federal or state courts in Milwaukee County, Wisconsin.

23. Financial and Other Data. Prior to closing, the Borrower and each guarantor shall furnish to the City:

(a) Organizational Documents. If a corporation, its articles of incorporation, by-laws, certificate of good standing and a list of current officers and directors; if a partnership, its partnership agreement and certificate of limited partnership (if a limited partnership) and a list of current partners; and

(b) Financial Statements. Current statements of financial condition and earnings.

24. Annual Financial Statements. During the life of the Loan, the Borrower and the guarantors, if any, shall furnish the City with annual financial statements as the City shall reasonably require. The City shall have the right to inspect any related books of account.

25. Representation. The Borrower represents to the City that all information provided to the City to induce the City to issue the Commitment is true and correct.